General Agreement Of Indemnity

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

We the undersigned, individually and for and on behalf of all other indemnitors, enter into this General Agreement of Indemnity ("Agreement") in favor of Company, Witnesseth:

WHEREAS, in the transaction of business, Bonds have heretofore been and/or may hereafter be executed by Company. In connection with the execution, delivery and/or assumption of obligations of such Bonds, Company requires complete indemnification.

NOW, THEREFORE, as an inducement to Company and in consideration of Company's execution and/or delivery of one or more Bonds, refraining from cancelling one or more Bonds, and/or assumption of obligations by Company of one or more Bonds, and for other good and valuable consideration, the indemnitors jointly and severally agree with Company as follows:

1. <u>Definitions</u>: For purposes of this Agreement, the following definitions apply, which definitions shall be equally applicable to both the singular and plural forms of such terms.

Bond - Any and all bonds, undertakings, guarantees, contractual obligations, and writings or statements of prequalification or commitment, including Modifications thereof, which Company has executed or procured, or for which Company has an obligation as a result of an asset purchase, acquisition, merger or like transaction, issued for or on behalf of: (a) any one or more of the Indemnitors (without regard to whether any such indemnitor signed this Agreement), their respective present or future direct or indirect parent companies, subsidiaries and affiliates and all of their respective successors and assigns; (b) any present or future joint venture, coventure, consortium, partnership, trust, association, limited liability company or other legal entity in which one or more of the persons or entities identified in sub-paragraph (a) above have an interest; (c) any other person or entity at the request of any of the indemnitors; or (d) any combination of the above, whether executed or produced before, on, or after the execution of this Agreement. For the purpose of this definition, "Modifications" shall include but not be limited to renewals, substitutions, riders, endorsements, reinstatements, replacements, increases or decreases in penal sum, continuations, and extensions.

Company - Travelers Casualty and Surety Company of America, St. Paul Fire and Marine Insurance Company, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns.

Contract - Any contract or obligation the performance of which is guaranteed or covered either in whole or in part under a Bond.

Default - Any of the following shall constitute a Default: (a) a declaration of Contract default by any Obligee; (b) actual breach or abandonment of any Contract; (c) a breach of any provision of this Agreement; (d) failure to make payment of a property due and owing bill in connection with any Contract, (e) Company's good faith establishment of a reserve; (f) improper diversion of Contract funds of any Indemnifor's essets to the detriment of Contract obligations: (g) any Indemnifor's becoming the subject of any proceeding or agreement of bankruptcy, receivership, insolvency, or creditor assignment, or actually becoming insolvent; (n) any indemnitor's dying, becoming legally incompetent, being imprisoned, being convicted of a felony, or disappearing and being unable to be located; (i) any representation furnished to Company by or on behalf of any indemnitor proving to have been materially false or misleading when made; and/or (i) any change in control or existence of any Indemnitor. Change in control means the addition or departure of any person or entity having a ten percent (10%) or greater ownership interest in any Indemnitor.

Indemnitors - Undersigned, all new indemnitors added to this Agreement by rider, their present and future direct and indirect subsidiaries, affiliates, and parent companies, and all of their successors and assigns, and any joint venture, co-venture, consortium, partnership, trust, association, limited liability company or other legal entity in which one or more of them are involved, whether in existence now or formed or acquired hareafter, and any entity that obtains Bonds from Company at the request of any of the aforementioned parties, or any combination of the above.

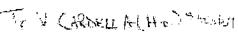
Loss - All loss and expense of any kind or nature, including attorneys' and other professional fees, which Company incurs in connection with any Bond or this Agreement, including but not limited to all loss and expense incurred by reason of Company's; (a) making any investigation in connection with any Bond; (b) prosecuting or defending any action in connection with any Bond; (c) obtaining the release of any Bond; (d) recovering or attempting to recover Property in connection with any Bond or this Agreement; (e) enforcing by litigation or otherwise any of the provisions of this Agreement; and (f) all interest accruing thereon at the maximum legal

Obligée - Any person or entity in whose favor a Bond has been issued, and that person's or entity's successors and assigns.

Property - Indemnitors' rights, title and interest, whether now held or hereafter acquired in; (a) any Contract or contract, including but not limited to subcontracts let, (b) any and all sums due or which may hereafter become due under any Contract or contract, and all damage claims and proceeds related thereto; (c) all rights arising under any surety bonds or insurance policies; and (d) any and all accounts receivable, letters of credit, documents of title, bills of leding, warehouse receipts, machinery, plants, equipment, tools, materials, supplies, inventory, vehicles, hardware, software, machine tools, fixtures, office equipment, books, records, designs licenses, patents, intellectual property, as-builts, construction drawings and documents, and all electronically stored information.

- 2. Payment of Premium: Indemnitors shall pay to Company all premiums for each Bond executed and all renewals and extensions thereof.
- 3. Indemnification and Hold Harmiess: Indemnitors shall expoemte, indemnify and save Company hermiess from and against all Loss. An itemized, swom statement by an employee of Company, or other evidence of payment, shall be prima facle evidence of the propriety, amount and existence of Indemnitors' liability. Amounts due to Company shall be payable upon demand.
- 4. Claim Settlement: Company stiall have the right, in its sole discretion, to determine for itself and indemnitors whicher any claim. demand or suit brought against Company or any Indemnitor in connection with or relating to any Bond shall be paid, compromised, settled, tried, defended or appealed, and its determination shall be final, binding and conclusive upon the Indemnitors. Company shall be entitled to immediate reimbursement for any and all Loss incurred under the belief it was necessary or expedient to make such payments.

\$-5007 (8-2004)



- 5. <u>Collateral Security</u>: Indemnitors agree to deposit with Company, upon demand, an amount as determined by Company sufficient to discharge any Loss or anticipated Loss. Indemnitors further agree to deposit with Company, upon demand, an amount equal to the value of any assets or Contract funds improperly diverted by any Indemnitor. Sums deposited with Company pursuant to this paragraph may be used by Company to pay such claim or be held by Company as collateral security against any Loss or unpaid premium on any Bond. Company shall have no duty to invest, or provide interest on, the deposit. Indemnitors agree that Company would suffer irreparable damage and would not have an adequate remedy at law if Indemnitors fail to comply with the provisions of this paragraph.
- Remedies: In the event of a Default, Indemnitors assign, convey and transfer to Company all of their rights, title and interests in Property, and Company shall have a right in its sole discretion to: (a) take possession of the work under any Contract and to complete said Contract, or cause, or consent to, the completion thereof; (b) immediately take possession of indemnitors' Property, and utilize the Property for the completion of the work under the Contracts without payment for such use; (c) assert or prosecute any right or claim in the name of any Indemnitor and to settle any such right or claim as Company sees fit; (d) execute in the name of any Indemnitor, any instruments deemed necessary or desirable by Company to: (f) provide Company with title to assets, (ii) take immediate possession of Contract funds whether earned or unearned, (iii) collect such sums as may be due Indemnitors and to endorse in the name of undernitors, and (iv) collect on any negotiable instruments; (e) require any Obliges to withhold payment of Contract funds unless and until Company consents to its release; and/or (f) be subrogated to all the rights, remedies, properties, funds, securities and receivables relating to Indemnitors' Contracts or contracts and have the right to offset losses on any Contract or Bond against proceeds, funds, or property due from another Contract, bond or contract. Further, in the event of Default and upon demand Indemnitors shall direct that all payments, monies, and properties that are due or may become due on any Contract or contract be made payable to, and/or sent directly to. Company, and shall issue whatever writing or notices as deemed necessary by Company to effectuate the default and/or termination of any Contract.
- 7. Joint and Several Liability: The obligations of Indemnitors hereunder are joint and several, Company is authorized to settle with any one or more of the Indemnitors Individually, and without reference to the others, and any such settlements shall not bar or prejudice actions by Company against or affect the liability of the other Indemnitors hereunder.
- 8. <u>Decline Execution</u>: Company has the right, for any reason, to decline to execute: (a) any Bond, including final Bonds where Company provided a bid Bond; (b) any Bond rider or consent authorizing any change to any Bond; and/or (c) any other consent of surety, without incurring any liability or waiving any right.
- 9. Trust Fund: All payments due or received for or on account of any Contract, whether or not in the possession of any Indemnitor, shall be held in trust as trust funds by Indemnitors for the benefit and payment of all obligations for which Company as beneficiary may be liable under any Bono. Company may open a trust account or accounts with a bank for the deposit of the trust funds. Upon demand, indemnitors shall deposit therein all trust funds received. Withdrawals from such trust accounts shall require the express consent of Company.
- 10. Books, Records and Credit: Indemnitors shall furnish upon demand, and Company shall have the right of free access to, at reasonable times, the records of indemnitors including, but not limited to, books, papers, records, documents, contracts, reports, financial information, accounts and electronically stored information, for the purpose of examining and copying them. Indemnitors expressly authorize Company to access their credit records, including, but not limited to, account numbers and/or account balances from financial institutions. To the extent required by law, Indemnitors, upon request, shall be informed whether or not a consumer report has been requested by Company, and if so, of the name and address of the consumer reporting agency furnishing the report.
- 11. Attorney in Fact: Indemnitors irrevocably constitute, appoint and designate Company as their attorney in fact with the right, but not the obligation, to exercise all rights of Indemnitors assigned or granted to Company and to execute and deliver any other assignments, documents, instruments or agreements deemed necessary by Company to exercise its rights under this Agreement in the name of any Indemnitor.
- 12. Security Interest: As security for their obligations harounder, Indemnitors hereby grant to Company a security interest in the following properties; assets and rights of Indemnitors, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof; all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper, deposit accounts, letter-of-credit rights, securities and all other investment property, supporting obligations, any Contract or contract rights or rights to the payment of money, insurance claims and proceeds, and all general intengibles (the "Collateral"). This Agreement shall for all purposes constitute a Security Agreement for the benefit of Company in accordance with the Uniform Commercial Code ("UCC") and all similar statutes. Indemnitors hereby irrevocably authorize Company, without notice to any Indemnitor, in order to perfect the security interest granted herein, to file either; (a) this Agreement or a copy or other reproduction of this Agreement; or (b) any initial financing statements or amendments thereto that indicate the Callateral as all assets of Indemnitors or words of similar effect, as being of an equal or lesser scope or with greater detail and that contain any other information relating to any Indemnitor required by Parl 5 of Article 9 of the UCC for the jurisdiction where such financing statement or amendment is filed. Company may add schedules or other documents to this Agreement as necessary to perfect its rights. The failure to file or record this Agreement or any financing statement shall not release or excuse any of the obligations of Indemnitors under this Agreement
- 13. Termination: This is a continuing Agreement, which remains in full force and effect until terminated. The sole method available to Indemnitors to terminate their participation in this Agreement is by giving written notice to Company of Indemnitors' intent to terminate. Such notice shall be sent to St. Paul Travelers Bond, Attention: Construction Services Bond, One Tower Square, SPB, Hartford, Connecticul 06183. The termination shall take effect thirty (30) days after Company receives such notice ("Termination Date"). The notice shall not relieve indemnitor from its obligations for any Bond executed prior to the Termination Date or with respect to any Bond executed after the Termination Date. (a) upon the award of a Contract to any Indemnitor on a bid or proposal in respect of which Company has executed or procured a bid Bond prior to the Termination Date; or (b) which Company has become committed to execute or procure prior to the Termination Date; or (c) in connection with any maintenance, guarantee, claim, lien, litigation, or other matter involving or relating to any Bond executed prior to the Termination Date or thereafter executed or procured as provided in subparagraphs (a) or (b) above

S-5007 (8-2004)

- 14. <u>Jurisdiction</u>: In any legal proceeding brought by or against Company that in any way relates to this Agreement, each Indemnitor, for itself and its property, irrevocably and unconditionally submits to the exclusive jurisdiction, at the sole and exclusive option of Company, of the courts in any state in which any Indemnitor resides, has property, or in which any Contract is performed. Indemnitors hereby irrevocably and unconditionally submit to the jurisdiction of said courts and waive and agree not to assert any claim that they are not subject to the jurisdiction of any such court, that such proceeding is brought in an inconvenient forum or that the value of such proceeding is improper.
- 15. Other Sureties: If Company produces the execution of Bonds by other sureties, executes Bonds with co-sureties or obtains reinsurance, the provisions of this Agreement inure to the benefit of such other surety, co-surety or reinsurer, but only as to such Bonds.
- 16. Nature of Rights: If any provision or portion of this Agreement is or becomes unenforceable, this Agreement shall not be void, but shall be construed and enforced with the same effect as though such provision or portion were omitted. This Agreement is in addition to and not in lieu of any other agreement of indemnity, whether now existing or entered into hereafter. Company shall be entitled to specific performance of the terms of this Agreement in addition to any other remedy at law or equity. Time is of the essence in this Agreement. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. The rights and remedies afforded to Company by the terms of this Agreement can only be modified by a written rider to this Agreement signed by an authorized representative of Company. If any Indemnitor fails to execute or improperly executes this Agreement or is otherwise found not to be bound under this Agreement, such failure or finding shall not affect the obligations of the other Indemnitors. The failure to sign or the improper execution of a Bond shall not affect Company's rights under this Agreement, and Indemnitors waive any claim they may have, now or at any time in the future, arising out of the failure to sign or properly execute a Bond. Termination and/or limitation of any Indemnitors' obligations under this Agreement shall in no way affect the obligations of any of the other Indemnitors whose obligations have not been terminated and/or limited. Indemnitors acknowledge this Agreement can be amended via rider to add another person, entity or entities as Indemnitor(s) to this Agreement and Indemnitors waive any and all notice in connection with the addition of additional Indemnitors and further acknowledge the rights and obligations provided herein shall apply to all Indemnitors whenever made a party to the Agreement.
- 17. Jury Waiver: Indemnitors hereby waive and covenant that they will not assert any right to trial by jury in respect to any legal proceeding arising our of this Agreement.
- 18. Resolution: Indemnitors have a substantial, material and beneficial interest: (a) in the obtaining of Bonds by any of the indemnitors; and (b) in the transaction(s) for which any Indemnitor has applied or will apply to Company for Bonds pursuant to this Agreement. Indemnitors have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein, indemnitors further acknowledge and agree that: (x) the execution, delivery and performance of this Agreement by such Indemnitors; (y) the compliance with the terms and provisions hereof; and (z) the carrying out of the obligations contemptated herein, do not, and will not, conflict with and will not result in a breach or violation of any terms, conditions or provisions of the chanter documents or bylaws of such Indemnitors, or any law, governmental rule or regulation, or any applicable order, writ, injunction, judgment or decree of any court or governmental authority against Indemnitors, or any other agreement binding upon indemnitors, or constitute a default thereunder.
- 19. Date of Agreement. The date of this Agreement shall be the earliest date any indemnitor executes this Agreement

WE HAVE READ THIS INDEMNITY AGREEMENT CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH. IN TESTIMONY HEREOF, WE THE INDEMNITORS HAVE SET OUR HANDS AND FIXED OUR SEALS AS SET FORTH BELOW.

IMPORTANT:

- PRINT OR TYPE NAMES UNDER EACH SIGNATURE.
- 2. ALL PERSONAL INDEMNITORS MUST PROVIDE A RESIDENTIAL ADDRESS AND SOCIAL SECURITY NUMBER AND EACH SIGNATURE MUST BE NOTARIZED.
- EACH SIGNATURE MUST BE NOTARIZED.

 ALL ENTITY INDEMNITORS MUST PROVIDE AN ADDRESS AND PEDERAL TAX IDENTIFICATION NUMBER. IF APPLICABLE AND FACH SIGNATURE MUST BE NOTARIZED.

	lf Indi	emnitor an Individual,	sign below:	i am d salapse are a fright filters were to a
done 2	Mura.	May 10, 2007	1215 Magnelia Dr., Carrollton, TX 75007	
Indeminitor - Individual	(signature)	Month/Day/Year	Address	
Karen B. Young	V L		255-31-9413	
Indemnitor – Individual	(orlint or type)		85#	
ACKNOWLEDGEMENT				
STATE OF TX	County of		n tu	
- William Mick	Id Ann Barrens me no	monally appeared WIAA	B. Would of the address shown above.	roown or proven to
man in the state energy district	war in and what executed the	forenoino instrument, and	: UBIZUS SCKUCTAIRCOST TO LUB INST HEISTE SYSC	uted the sama. IN
WITNESS WHEREOF, I have	SARMINETE.	MX80 MY DEFICIAL SEAL	the day and year first above written.	
	SO THE ARM	We Note	ary Public / (signature)	4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1
	STEP ARY A		W	
			SAF(ETS NRMAND any Public (print or type)	
	3 A 6		·	
		Not	any Pilolio residing of:	
	7 A THES	Note Note Note Note Note Note Note Note	CANOCITON, TA. 7500	
	11/1/1/1/2009	illi. Cou		Page 3
S-5007 (8-2004)	.manifillina.	C	04-01-09.	/. ¬.g-1 =

al 1	and the second		
5-6-7	- Cf	May 10, 2007	1215 Magnolia Br., Cerroliton, TX 75007
Indemnitor - Individual	- (signature)	Month Day Year	Address
Gordon T. Young			355-52-0482 SS#
Indemnitor - Individual	(print or type)		
ACKNOWLEDGEMENT	County of The	ুশ্ৰ⊊	- 1
On this Stay of	n 1 . 2007 before me personal stribed in and who executed the foreign ehereunto set my hand and affixed in	going instrument, en my Official SEAL !	don oung of the address shown above. Known or proven d he/she boknow/broged to me that he/she executed the same. IN the day and year first above written on the day and year first above written or proven (signature)
]	ori A. Carbanab
		Nota	ry Public (prim or type)
011	()	·	iry Public residing at: "OFFICIAL SEAL" LORI A. CARBAUGH Notary Public, State of Minois Imission expire 447 Commission Expires 09/22/07
			1
JANU]	(signature)	May 10, 2007 Month/Day/Yes/	537 West Palace Row, Geneseo, IL 61254 Address
indemploy Individual	(editracus)	Mibiga bay, 1 ser	355-52-0494
Jeffrey D. Yound Indecentor - Individual	(print or type)		\$54
ACKNOWLEDGEMENT	County of 1914, 425	ોતે લ	
			free Journa of the address shown above, known or proven
on this Gray of May to me to be the person desc	dhed in and who executed the fore	ooina instrument, an	d heishe adknowledged to me that nershe executed the senie. In
WITNESS WHEREOF, I hav	e hereunto set my hand and affixed	my OFFICIAL SEAL	the day and year first above written
		حــــــــــــــــــــــــــــــــــــ	Zoni Carbanani (signature)
		,	ori A. Carbouch
			ry Public (print or type)
		Nota	ry Public residing at OFFICIAL SEAL*
			LORI A. CARBAUGH Notary Public, State of Illinois
		Con	mission expires: My Commission Expires 09/22/07
Monie d1	Minan	May 10, 2007	537 West Palace Row, Geneseo, IL 61254
Indemnitor - [noividual	(signature)	Month/Day/Year	Address
Monica L. Young Mo	Dica L. Young		339-56-7333
Indemnitor – Individual	(print or type)		\$8#
STATE OF STATE OF	County of Tener	<u> </u>	
On this 15 day of 10250 to me to be the person 0250	4 2001 before me persons who executed the fore	ooina instrument, an	of the address shown above, known or proven the heighe acknowledged to me that he/she executed the same IN
WITNESS WHEREOF, I hav	e hereunto set my hand and affixed	my OFFICIAL SEAL	the day and year first above writers
		Not	TO PUBLIC CEIgnapher MURUA CAL
		Noi	ENVIFER HAMERUNCK (print or type)
		Nota	ary Public residing at: OFFICIAL SEAL
		Соп	JENNIFER HAMERLINCK } NOTARY PUBLIC - STATE OF ILLINOIS } MY COMMISSION EXPIRES 1-15-2009 }

Jane /	C-C	······································	
Indemnitor - Individual	(signature)	Month/Day/Year	Address
Joseph Wells			331-48-7676
indemnitor – Individual	(print or type)		58#
ACKNOWLEDGEMENT STATE OF	County of 6 3 10 10 10	. / Å=	
			A D Legit S of the address shown above, known or prove
On this: 15 day of 1776 to me to be the person des WITNESS WHEREOF, I he	The form	going instrument, an my Official SEAL	the day and year first above written the day and year first above written ary Public (signature)
	Official Seal		
	Anjanel S Persico		Injana + 5 Persico Application (print or type)
	Netary Public State of Illinois	Note	ary Public (pint or type)
	My Commission Expires 04/04/2011	Note:	ary Public residing at 2311 E. Lingchnutry Sterling, SZ Co1881
	•		nmission expires: 4-4-2611
رانع المحتملين المحتم	1 P	May 10, 2007	54 Prairie Drive, Sterling, IL 61081
	1/8-	Month/Day/Year	Address
Indomnito/ - Individual	(signature)	Mattercalities	
Teri Wells	hara de la companya della companya della companya della companya de la companya della companya d		355-52-2157 SS#
indemnitor individual	(print or type)		25#
ACKNOWLEDGEMENT			
	County of ADA with	د ه ایمان	
	Old DAG katara ana administra	ally appeared 1207 going instrument, ar my OFFICIAL SEAL	, , , , , , , , , , , , , , , , , , ,
On this 15 day of 10	City 2027, before me persons scribed in and who executed the fore two hereunto set my hand and affixed Official Seal Anguer S Person	ally appeared Acrossoring Instrument, at my OFFICIAL SEAL Not	the day and year first above written. Any Fublic (signature) Any Fublic (print or type) any Public residing at 2311 E. Lincoln word
On this 15 day of 10	before me persons scribed in and who executed the fore two hereunto set my hand and affixed	ally appeared 1000 agoing instrument, army OFFICIAL SEAL Not Not Not Not Not	the day and year first above written. Angarut S. (signature) Angarut S. (print or type) ary Public residing at 23 ii E. (incoinutry) Sections. 28 (2081)
On this 15 day of 10	City 2027, before me persons scribed in and who executed the fore two hereunto set my hand and affixed Official Seal Anguer S Person	ally appeared 14.7, egoing instrument, army OFFICIAL SEAL Not Not Car	the day and year first above written. Anganut S. 13:3:00 ary Public (print or type) ary Public residing at 23:1: 6. Lincolnumy Sterling, 20. Lincolnumy minission expires: 4-4-30:1
On this 5 day of 100 to me to be the person det WITNESS WHEREOF, I ha	Official Seal Anjener S Persion Notary Public State of Blacks My Commission Expires 04/04/2011	ally appeared Acres egoing Instrument, at my Official SEAL Not Not Not Cor May 10, 2007	the day and year first above written. Anganut 5. 13:5:00 ary Public (print or type) ary Public residing at 23:1: 6. (10:01) SHOTING, JC. (2:08) mission expires: 4-4-30:1 504 Portland Ave., Morrison, IL 61270
On this 15 day of 10	City 2007, before me persons scribed in and who executed the fore two hereunto set my hand and affixed Official Seal Anguer S Person	ally appeared 14.7, egoing instrument, army OFFICIAL SEAL Not Not Car	be day and year first above written. Any Flublic (signature) Any Flublic (print or type) ary Plublic residing at 23 ii 6 Lincolnumy Sherling, 26 Lincolnumy prints ion expires: 4-4-2011 594 Portland Ave., Morrison, IL 61270 Address
On this 5 day of 10 to me to be the person det WITNESS WHEREOF, I ha indemnitor – Individual Luke D. Vander Bleek	Official Seel Anjaner S Person Notary Project State of Illinois My Commission Expires 04/04/2011 (signature)	ally appeared Acres egoing Instrument, at my Official SEAL Not Not Not Cor May 10, 2007	be day and year first above written. Any Fublic (signature) Any Fublic (orint or type) ary Public residing at 23 E Linicipal Color Sher bigs, 26 Lines minission expires: 4-4-20 504 Portland Ave., Morrison, IL 61270 Address 354-40-9352
On this 5 day of 10 to me to be the person det WITNESS WHEREOF, I ha	Official Seal Anjener S Persion Notary Public State of Blacks My Commission Expires 04/04/2011	ally appeared Acres egoing Instrument, at my Official SEAL Not Not Not Cor May 10, 2007	be day and year first above written. Any Flublic (signature) Any Flublic (print or type) ary Plublic residing at 23 E Lincolnucry Secritory, 22 Lines prints ion expires: 4-4-20 504 Portland Ave., Morrison, IL 61270 Address
On this 5 day of 10 to me to be the person det WITNESS WHEREOF, I ha indemnitor – Individual Luke D. Vander Bleek	Official Seel Anjaner S Person Notary Project State of Illinois My Commission Expires 04/04/2011 (signature)	ally appeared Acres egoing instrument, an my Official SEAL Not Not Not Cor May 10, 2007 Month/Day/Year	the day and year first above written. Any Fublic (signature) Any Fublic (orint or type) ary Public residing at 23 E. Lincolnucry Sherling, 21. Lines Tomission expires: 4-4-20 504 Portland Ave., Morrison, IL 61270 Address 354-40-9352
On this / S day of	Official Seel Anjents S Person Notary Public State of Blacks My Commission Expires 04/14/2011 (signature) (print or type)	ally appeared Accepting instrument, and my OFFICIAL SEAL Not Not Not Not May 10, 2007 May 10, 2007 Month/Day/Year	the day and year first above written. Angarut S. 12:5:00 ary Public (signature) ary Public (print or type) ary Public residing at 23:1: E. Linicinum / Starting, 20. Links / printssion expires: 4-4-20:1 504 Portland Ave., Morrison, IL 61270 Address 354-40-9352 SS#
On this 5 day of 10 to me to be the person det WITNESS WHEREOF, I ha Indemnitor – Individual Luke D. Vander Bleek Indemnitor – Individual ACKNOWLEDGEMENT STATE OF 10 me to be the person determined to the the p	Official Seel Anjents S Person Notary Public State of Blacks My Commission Expires 04/14/2011 (signature) (print or type)	ally appeared Accepting Instrument, and Motion Motion May 10, 2007 May 10, 2007 Month/Day/Year ally appeared Aux appear	the day and year first above written. Angarut S. (signature) Angarut S. (signature) Angarut S. (signature) Any Public (print or type) ary Public residing at: 23 C. (100 10
On this 5 day of 10 to me to be the person det WITNESS WHEREOF, I ha Indemnitor – Individual Luke D. Vander Bleek Indemnitor – Individual ACKNOWLEDGEMENT STATE OF 10 me to be the person determined to the the p	Official Seel Anjents S Person Notary Public State of Blacks (signature) Country of Links Country	ally appeared Array in Cormy Official Seal Not Not Not Not Month/Day/Year Month/Day/Year ally appeared Array Official Seal my Official Seal	the day and year first above written. Any Public (signature) Any Public (print or type) ary Public residing at 23 C. Lincolnuctry sharp public residing at 23 C. Lincolnuctry mission expires: 4-4-30 504 Portland Ave., Morrison, IL 61270 Address 354-40-9332 SS#
On this 5 day of 100 to me to be the person det WITNESS WHEREOF, I has Indemnitor - Individual Luke D. Vander Bleek Indemnitor - Individual ACKNOWLEDGEMENT STATE OF 100 me to be the person determined to the person determi	Official Seel Anjents S Person Notary Public State of Blacks (signature) Country of Links Country	ally appeared / Page 1 in the second of the	be day and year first above written.
On this 5 day of 100 to me to be the person det WITNESS WHEREOF, I has indemnitor – Individual Luke D. Vander Bleek Indemnitor – Individual ACKNOWLEDGEMENT STATE OF 100 me to be the person determined to the person determi	Official Seel Anjents S Person Notary Public State of Blacks (signature) Country of Links Country	May 10, 2007 Month/Day/Year More Core May 10, 2007 Month/Day/Year May 10, 2007 Month/Day/Year Month/Day/Year Month/Day/Year Noth/Day/Year	the day and year first above written. Angarut S. 12:5:00 ary Public (signature) Angarut S. 12:5:00 ary Public (print or type) ary Public residing at 33:1:00 (Linux Cru) Sharing W. Linux Cru) 594 Portland Ave., Morrison, IL 61270 Address 354-40-9352 SSR e Vande Cleckof the address shown above, known or proving the same acknowledged to me that he/she executed the same. the day and year first above written. Lor: A. Carloquah

and a company			
Sun Wender Beell	May 10, 2007	504 Portland Ave., N	Torrison, IL 61278
Andernnikor – Individual (signature)	Month/Day/Year	Address	
Joan L. Vander Bleek		311-80-8443	HI S TO THE STATE S
indemnitor - Individual (print or type)		55#	
ACKNOWLEDGEMENT	and the state of		
STATE OF STATE SEES County of 17 Par 15	25 1 cl #		
On this 137 day of 100 and 2007 before me person to me to be the person described in and who executed the fore WITNESS WHEREOF, I have hereunto set my hand and affixed	agong instrument, an my Official SEAL Noti Nati	o neisne acidiciwieddoi:	he address shown above. Known or proven to me that helshe executed the same. IN pove written. (signature) OFFICIAL SEAL* LORI & CARBAUGH Notary Public. State of Illinois
	Сол	amission expires;	My Commission Expires 08/22/37
	3511	on the annual configuration (
If Indemnitor a Corporation, Limiter	d Cability Comes	v. Partnership, or T	rust, sion below.
Instructions: All signatures must be notarized. If the entity is: corporation; 2) a limited liability company, the manager(s) or me behalf of the pannership, or 4) a trust, all trustees should signomeany. Each of the undersigned hereby affirms to Company as follows:	umber(s) snould sign t gn. Two signatures :	ets tedonted for sill support better all support by	ties except where otherwise instructed by
executing this Agreement. In such capacity I am familiar with power and authority of such business entity including, to the ex-	deni anningable the c	addieste of Spicies of it	
and/or partnership, operating of limited liability agreements of and such other facts as deemed appropriate, I hereby affirm to individuals executing this Agreement on behalf of such entity are	such business enury. That such enuty has t	riaving reviewed all b the power and authority	RCU Sphicanic coopilations and distractions
and such other facts as deemed appropriate, I hereby affirm to individuals executing this Agreement on behalf of such entity are Yeung Construction & Paving, L.L.C.	such business enury. that such entity has to duly authorized to de	Having reviewed all s the power end authority o so. 173731	to enter into this Agreement and that the
and such other facts as deemed appropriate, I hereby affirm to individuals executing this Agreement on behalf of such entity are Young Construction & Paving, L.L.C. Indemptor — Corporation, Limited Liability Company, Partnership.	such business enury. that such entity has to duly authorized to de	Having reviewed all s the power and authority o so.	to enter into this Agreement and that the
and such other facts as deemed appropriate, I hereby affirm to individuals executing this Agreement on behalf of such entity are Yeung Construction & Paving, L.L.C.	such business enury. that such entity has to duly authorized to de	Having reviewed all s the power end authority o so. 173731	to enter into this Agreement and that the May 10, 2007 Month Day/Year
and such other facts as deemed appropriate, I hereby affirm to individuals executing this Agreement on behalf of such entity are Young Construction & Paving, L.L.C. Indemeter — Opporation, Limited Liability Company, Partnershi, Trust (circle and)	that such entity has to divide a duly authorized to do	Having reviewed all s the power end authority o so. 173731	to enter into this Agreement and that the May 10, 2007 Month Day/Year (Seal)
and such other facts as deemed appropriate, I hereby attim to individuals executing this Agreement on behalf of such entity are Young Construction & Paving, L.L.C. Indemptor - Opporation, Limited Liability Company, Partnershi, Trust (pictie angl.)	p, or (Seal) (Seal)	Having reviewed all sine power and authority of so.	May 10, 2007 Month Day/Year (Signature of Authorized Official)
and such other facts as deemed appropriate, I hereby affirm to individuals executing this Agreement on behalf of such entity are Young Construction & Paving, LLC. Indemptor — Oprporation, Limited Liability Company, Partnershi, Trust (citale anal) By (Signature of Authorized Jatifrey Differy	that such entity has to divide duly authorized to divide duly authoriz	Having reviewed all s the power end authority o so. 173731	May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official)
and such other facts as deemed appropriate, I hereby affirm to individuals executing this Agreement on behalf of such entity are Young Construction & Paving, LLC. Indemptor — Oprporation, Limited Liability Company, Partnershi, Trust (citale anal) By (Signature of Authorized Liability Dyoung, Member (Print or Type Name, a	that such entity has to divide duly authorized to divide duly authoriz	Having reviewed all sine power and authority of so. 173731 Graf Tax (D) fon T. Young, Member	May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official)
and such other facts as deemed appropriate, I hereby affirm to individuals executing this Agreement on behalf of such entity are Young Construction & Paving, L.L.C. Indemptor—Opropriation, Limited Liability Company, Partnershi, Trust (pictle ana) By (Signature of Authorized Justice o	p, or (Seal) (Seal) (Seal) Goro	Having reviewed all sine power and authority of so. 173731 Graf Tax (D) fon T. Young, Member	May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official)
and such other facts as deemed appropriate, I hereby affirm to individuals executing this Agreement on behalf of such entity are Young Construction & Paving, L.L.C. Indemptor—Opropriation, Limited Liability Company, Partnershi, Trust (pictle ana) By (Signature of Authorized Justice o	p, or (Seal) (Seal) (Seal) (Seal) (Seal) (Address)	Having reviewed all sine power and authority of so. 173731 Graf Tax (D) fon T. Young, Member	May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official)
young Construction & Peving, LLC. Indemnitor — Opporation, Limited Liability Company, Partnershi, Trust (pitcle and) By Signature of Authorized Johnson Road, Sterling, IL 61270 ACKNOWLEDGEMENT STATE OF THE ROAD On this 15 day of MODUL 2007, before me pers	p, or (Fedinal) (Seal) (Geal) (Gradinal) Gordinal Gordinal	fraction T. Young, Member	May 10, 2007 May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Title) (State of Incorporation / Formation)
ACKNOWLEDGEMENT STATE OF THE Agreement of Such entity are controlled to such entity are construction & Peving, L.L.C. Indempiter — Opporation, Limited Liability Company, Partnershi, Trust (pitcle and) By (Signature of Authorized Liability Company, Partnershi, Trust (pitcle and) By (Print or Type Name a controlled Liability Company, Partnershi, Trust (pitcle and) Authorized Liability Company, Partnershi, Trust (pitcle and) Company of Authorized Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT STATE OF THE AGREE County of Liability Company, Partnershi, Trust (pitcle and) County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Trust (pitcle and) ACKNOWLEDGEMENT County of Liability Company, Partnershi, Partnersh	p, or (Seal) Official) Gorc Gord Address) Sonally appeared Support of the control of the co	Having reviewed all she power and authority as so. 173731 Foral Tax ID) For T. Young, Member as series and the series are series as series are series as series and series are series as series are seri	May 10, 2007 May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Title; (State of Incorporation / Formation)
ACKNOWLEDGEMENT STATE OF THE Agreement by authoritied On this Stay of County of The Leading the entity are proven to me to be the proven to me to be the proven to me to be the provent by authority of Entity. In WITNE the individuals executing the provent or me to be the provent by authority of Entity. IN WITNE individuals executing the provent said instrument by authority of Entity. IN WITNE	p. or (Fedinary) (Seal) (Seal) Official) Gore Address) conally appeared for going instrument of the Entity, and they of the entity and they of on oah stated that	fraction of the seal of the se	May 10, 2007 May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Tille) (State of Incorporation / Formation) (State of Incorporation / Rown or proven to be the free and voluntary act and earl of Entity and that it was affixed and that
young Construction & Paving, LLC Indemptor — Oprporation, Limited Liability Company, Partnershi Trust (cicle ang) By Signature of Authorized John or Type Name a 24711 Emerson Road, Sterling, IL 61270 ACKNOWLEDGEMENT STATE OF THE Authorized On this Stay of May 2007 before me person of the entity executing the proven to me to be the provent of the entity executing the provent to me to be the provent of the entity executing the provent of the control of the entity executing the provent to me to be the provent of the provent of the control of the entity executing the provent of the control of th	p. or (Fedinary) (Seal) (Seal) Official) Gore Address) conally appeared for going instrument of the Entity, and they of the entity and they of on oah stated that	fraction of the seal of the se	May 10, 2007 May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Tille) (State of Incorporation / Formation) (State of Incorporation / Rown or proven to be the free and voluntary act and earl of Entity and that it was affixed and that
ACKNOWLEDGEMENT STATE OF THE Agreement by authoritied On this Stay of County of The Leading the entity are proven to me to be the proven to me to be the proven to me to be the provent by authority of Entity. In WITNE the individuals executing the provent or me to be the provent by authority of Entity. IN WITNE individuals executing the provent said instrument by authority of Entity. IN WITNE	p. or (Fedinary) (Seal) (Seal) Official) Gore Address) conally appeared for going instrument of the Entity, and they of the entity and they of on oah stated that	fraction of the seal of the se	May 10, 2007 May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Tille) (State of Incorporation / Formation) (State of Incorporation / Rown or proven to be the free and voluntary act and earl of Entity and that it was affixed and that
ACKNOWLEDGEMENT STATE OF THE Agreement by authoritied On this Stay of County of The Leading the entity are proven to me to be the proven to me to be the proven to me to be the provent by authority of Entity. In WITNE the individuals executing the provent or me to be the provent by authority of Entity. IN WITNE individuals executing the provent said instrument by authority of Entity. IN WITNE	p. or (Fedinary) (Seal) (Seal) Official) Gore Address) conally appeared for going instrument of the Entity, and they of the entity and they of on oah stated that	fraction of the seal of the se	May 10, 2007 May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Tille) (State of Incorporation / Formation) (State of Incorporation / Rown or proven to be the free and voluntary act and earl of Entity and that it was affixed and that
ACKNOWLEDGEMENT STATE OF THE Agreement by authoritied On this Stay of County of The Leading the entity are proven to me to be the proven to me to be the proven to me to be the provent by authority of Entity. In WITNE the individuals executing the provent or me to be the provent by authority of Entity. IN WITNE individuals executing the provent said instrument by authority of Entity. IN WITNE	such business entity, that such entity has to defend the defendance of the control of the contro	Fraction of the seal affixed is the seal affix	May 10, 2007 May 10, 2007 Month Day/Year (Seal) (Seal) (Signature) A thorized Official) (Print or Type Name and Tille) (State of Incorporation / Formation) A known or proven to me to be the free and voluntary act and eat of Entity and that it was affixed and that and artificed my OFFICIAL SEAL the day (signature)
ACKNOWLEDGEMENT STATE OF THE Agreement by authoritied On this Stay of County of The Leading the entity are proven to me to be the proven to me to be the proven to me to be the provent by authority of Entity. In WITNE the individuals executing the provent or me to be the provent by authority of Entity. IN WITNE individuals executing the provent said instrument by authority of Entity. IN WITNE	such business entity, that such entity has to deal such entity has to deal such entity has to deal such entity and to deal (Seal) and Title) alline address) Sonally appeared son oath stated that ESS WHEREOF, I have not	fraction of the season of the	May 10, 2007 May 10, 2007 Month Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Title) (State of Incorporation / Formation) Character of Authorized Official of Incorporation / Formation) (State of Incorporation / Formation) A known or proven to me to be the runnent to be the free and voluntary act and real of Entity and that It was affixed and that and affixed my OFFICIAL SEAL the day (signature) (print or type)
ACKNOWLEDGEMENT STATE OF THE Agreement by authoritied On this Stay of County of The Leading the entity are proven to me to be the proven to me to be the proven to me to be the provent by authority of Entity. In WITNE the individuals executing the provent or me to be the provent by authority of Entity. IN WITNE individuals executing the provent said instrument by authority of Entity. IN WITNE	such business entity, that such entity has to deal such entity has to deal such entity has to deal such entity and to deal (Seal) and Title) alline address) Sonally appeared son oath stated that ESS WHEREOF, I have not	Fraction of the seal affixed is the seal affix	May 10, 2007 May 10, 2007 Month Day/Year (Seal) (Seal) (Signature) A thorized Official) (Print or Type Name and Tille) (State of Incorporation / Formation) A known or proven to me to be the free and voluntary act and eat of Entity and that it was affixed and that and artificed my OFFICIAL SEAL the day (signature)

Travelers Casualty and Surety Company of America General Agreement of Indemnity Limited Liability Rider

This Rider is hereby incorporated into, and forms a part of, the General Agreement of Indemnity executed by Gordon T. Young, Karen B. Young, Jeffrey D. Young, Monica L. Young, Joseph Wells, Teri Wells, Luke D. Vander Bleek, Joan L. Vander Bleek, Young Construction & Paving, L.L.C. ("Indemnitors") in favor of Travelers Casualty and Surety Company of America, St. Paul Fire and Marine Insurance Company, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns ("Company"), and dated May 10, 2007 ("Agreement").

it is agreed and understood that in any and all demands, actions, legal proceedings or claims brought by Company for indemnification, the joint and several liability of:

Joseph Wells and Teri Wells

(hereinafter referred to as "Limited Liability Indemnitors") shall not exceed the sum of <u>Five hundred thousand Dollars</u> (\$500,000). This Rider shall: (1) govern where inconsistent with other terms of the Agreement: (2) only apply to the Limited Liability Indemnitors: (3) not affect the indemnification of any Bond executed before the date below; (4) only limit liability as set forth above; (5) not relieve the Limited Liability Indemnitors from any of their obligations set forth in the Agreement, and (6) not limit Company's rights and/or remedies under the Agreement, except as set forth above. Nothing in this Rider applies to a conveyence, transfer or receipt of the Limited Liability Indemnitors' assets made with the Intent to avoid obligations or debts owed to Company or arising from a Contract. It is further agreed that any debt owed to the Limited Liability Indemnitors by Indemnitors shall be subordinate to the debts and obligations owed to Company. All capitalized terms used in this Rider but not defined herein are used with the meanings given them in the Agreement.

	If Index	nnitor an Individual,	sign below:
Specie	Milit	May 10, 2007	54 Prairle Drive, Storling, IL 61881
Indemnitor - Individual	(รุเซิทร์เกเล)	Month/Day/Year	Address
Joseph Wells			331-46-7876
Indemnitor - Individual	(print or type)		\$5#
On this 15 day of 00 to me to be the person des WITNESS WHEREOF, I have	(a) (a) before me pe cribed in and who executed the re hereunto set my hand and affi	rsonally appeared 203 foregoing instrument, ar ixed my OFFICIAL SEAL	Eph Q LLP Sof the address shown above, known or proven of he/she acknowledged to me that he/she executed the same. IN the day and year first above wiften. MICHAEL SECTION (signature)
	Official Seal Anjanat S Passico Norary Public State of Illinois My Commission Exprès 04/04/20	Not Not	ary Public residing at D-311 E. CINCOLOGY Sterling, 22 GIUS
		-Cor	Amission expires: 4-4-3c/l

JAN 02 CORSE 15:008-57-50000 PD ocument 8-2/0 2051/072008 04380 Page 8 of 15 12

Middle -	May 10, 2007		s, Sterling, IL 61081
ndeminitor – Individual (signature)	Month/Day/Year	Address	
Teri Wells		355-52-2157	
ndemnitor – Individual (print or type)		SS#	
CKNOWLEDGEMENT TATE OF 17 10005 County of 101 12	Acida _		
one to be the person described in and who executed tha for the person described in and who executed tha for NITNESS WHEREOF, I have hereunto set my hand and affixed the person described in and who executed that for NITNESS WHEREOF, I have hereunto set my hand and affixed the person of the person	negoing instrument, and my OFFICIAL SEAL Note Note Note 11 Not	the day and year year year year year year year year	(signature) (print or type) at: 3311 E. Lar. Control String: 3C (s108) 4-4-3011 or Trust, sign ballow: authorized officer should sign on behalf of the control LC; 3) a pannership, the partner(s) should sign entities except where otherwise instructed ablish the rights which govern the affairs, powers the rights, powers the ablish the rights which govern the affairs, powers.
artnership, operating or limited liability screements of such bi	usiness entity. Having	e or subsets of the	orporation, bytaws, sorporate resolutions, and applicable documents and instruments and su
enthership, operating or limited lightlity agreements of such by their facts as deemed appropriate. I hereby affirm that such entity are duly authorized to do so. Advantage of their components, Limited Lightlity Company, Partners	usiness entity. Having nitry has the power and	reviewed all such	applicable documents and instruments and suc
entoership, operating or limited liability agreements of such by that facts as deemed appropriate. I hereby affirm that such entity are duly authorized to do so. Ademnitor - Corporation, Limited Liability Company, Partners	usiness entity. Having nitry has the power and nitry has the power and nitry have a second nitry or (Fede	reviewed all such authority to enter	applicable documents and instruments and ave Into this Rider and that the individuals exacution the individuals exacution in the individuals exacuted in the individuals exactly individuals.
ertoership, operating or limited liability agreements of such bither facts as deemed appropriate. I hereby affirm that such et is Rider on behalf of such entity are duly authorized to do so. Identition - Corporation, Limited Liability Company, Partners rust (circle one)	usiness entity. Having notify has the power and nip, or (Fede	reviewed all such authority to enter	applicable documents and instruments and avi Into this Rider and that the individuals executi Month/Day/Year
ertoership, operating or limited liability agreements of such bither facts as deemed appropriate. I hereby affirm that such easies Rider on behalf of such entity are duly authorized to do so. I will be a compared to the continuous company of the continuous	usiness entity. Having notify has the power and nip, or (Fede	reviewed all such authority to enter	applicable documents and instruments and av Into this Rider and that the individuals executi Month/Day/Year
ertnership, operating or limited liability agreements of such bithar facts as deemed appropriate. I hereby affirm that such entity are duly authorized to do so. Identition - Corporation, Limited Liability Company, Partners frust (circle one)	islness entity. Having nury has the power and nip, or (Feds (Seal) By d'Official)	reviewed all such authority to enter	applicable documents and instruments and aviolate instruments and aviol
entoership, operating or limited liability agreements of such bit that facts as deemed appropriate. I hereby affirm that such entity are duly authorized to do so. Idemnitor - Corporation, Limited Liability Company, Partners (circle one) (Signature of Authorize) (Print or Type Name)	islness entity. Having nury has the power and nip, or (Feds (Seal) By d'Official)	reviewed all such authority to enter	applicable documents and instruments and aviolate this Rider and that the individuals exacution this Rider and that the individuals exacution this Rider and that the individuals exacution the Month/Day/Year (Seal (Signature of Authorized Official (Print or Type Name and Title
lertnership, operating or limited liability agreements of such bithar facts as deemed appropriate. I hereby affirm that such this Rider on behalf of such entity are duly authorized to do so. Indemnitor - Corporation, Limited Liability Company, Partners (rust (circle one)) By (Signature of Authorize) (Print of Type Name)	usiness entity. Having nuty has the power and hip, or (Fede (Seal) By d Official) and Title)	reviewed all such authority to enter	applicable documents and instruments and avious instruments and avious into this Rider and that the individuals execution this Rider and that the individuals execution (Month/Day/Year (Saature of Authorized Official (Print or Type Name and Title
pertoership, operating or limited liability agreements of such bither fects as deemed appropriate. I hereby affirm that such entity are duly authorized to do so. Indemnitor - Corporation, Limited Liability Company, Partners (rust (circle one)) By (Signature of Authorize) (Print or Type Name) ACKNOWLEDGEMENT County of	usiness entity. Having notity has the power and hip, or (Fede (Seal) By d Official) and Title)	reviewed all such authority to enter	applicable documents and instruments and average into this Rider and that the individuals exacute Month/Day/Year Month/Day/Year (Seal) (Signature of Authorized Official (Print or Type Name and Title (State of Incorporation / Formation)
intership, operating or limited liability agreements of such bither fects as deemed appropriate. I hereby affirm that such entire the such entire are duly authorized to do so. Indemnitor - Corporation, Limited Liability Company, Partners (rust (circle one)) Sy (Signature of Authorize) (Print or Type Name) CKNOWLEDGEMENT TATE OF County of hereafter the partners of the such entires and the such entires the such entires and the such entires and the such entires are the such entires and the such entires and the such entires are the such entires and the such entires and the such entires are the such entires and the such entires and the such entires are the such entires are the such entires are the such entires and the such entires are	usiness entity. Having notity has the power and hip, or (Fede (Seal) By d Official) and Title)	reviewed all such authority to enter	applicable documents and instruments and average into this Rider and that the individuals exacute Month/Day/Year Month/Day/Year (Seal (Signature of Authorized Official (Print or Type Name and Title (State of Incorporation / Formation known or arroyen in me to
intership, operating or limited liability agreements of such bither fects as deemed appropriate. I hereby affirm that such entire the such entire are duly authorized to do so. Indemnitor - Corporation, Limited Liability Company, Partners (rust (circle one)) Sy (Signature of Authorize) (Print or Type Name) CKNOWLEDGEMENT TATE OF County of hereafter the partners of the such entires and the such entires the such entires and the such entires and the such entires are the such entires and the such entires and the such entires are the such entires and the such entires and the such entires are the such entires and the such entires and the such entires are the such entires are the such entires are the such entires and the such entires are	rsiness entity. Having of the power and file) (Seal) By d Official) Address) ersonally appeared ting the foregoing instruction of the Entity, and tile and on path stated to get the foregoing and and on path stated to get the foregoing instruction.	reviewed all such authority to enter state of the such authority to enter stal Tax (D) Invent ("Entity"), a ney acknowledged hat the seal affice the seal affice	applicable documents and instruments and average into this Rider and that the individuals exacute the individuals exacute Month/Day/Year Month/Day/Year (Seal' (Signature of Authorized Official (Signature of Authorized Official (State of Incorporation / Formation (State of Incorporation / Formation known or proven to me to be add instrument to be the tree and voluntary at is the seal of Entity and that if was affixed at
enthership, operating or limited liability agreements of such bit that facts as deemed appropriate. I hereby affirm that such entity are duty authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partners (rust (circle one)) (Signature of Authorize (Print or Type Name) (CKNOWLEDGEMENT County of	rsiness entity. Having notity has the power and hip, or (Fede (Seal) By d Official) and Title) Address) ersonally appeared ting the foregoing instruction of the Entity; and the dand on eath stated twitness Whereof.	reviewed all such authority to enter real Tax (D) ament ("Entity"), a ney acknowledged hat the seal affixe! I have hereunto s	applicable documents and instruments and averaged into this Rider and that the individuals exacuted into this Rider and that the individuals exacuted in individuals in instrument to be the free and voluntary and is the seal of Entity and that it was affixed at et my hand and affixed my OFFICIAL SEAL ti
entremship, operating or limited liability agreements of such bither facts as deemed appropriate. I hereby affirm that such entits Rider on behalf of such entity are duly authorized to do so. Identifier - Corporation, Limited Liability Company, Partners rust (circle one) (Signature of Authorize (Print or Type Name) CKNOWLEDGEMENT TATE OF County of Of the antity executed and deed of Entity for the uses and purposes therein mentioners they executed said instrument by authority of Entity. IN V	rsiness entity. Having notity has the power and hip, or (Fede (Seal) By d Official) and Title) Address) ersonally appeared ting the foregoing instruction of the Entity; and the dand on eath stated twitness Whereof.	reviewed all such authority to enter state of the such authority to enter stal Tax (D) Invent ("Entity"), a ney acknowledged hat the seal affice the seal affice	applicable documents and instruments and ave into this Rider and that the individuals exacution this Rider and that the individuals exacution individuals
inthership, operating or limited liability agreements of such bit that facts as deemed appropriate. I hereby affirm that such exists as deemed appropriate. I hereby affirm that such exists are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partners (Tust (circle one)) By (Signature of Authorize) (Print or Type Name) CXNOWLEDGEMENT TATE OF County of proven to me to be the ordered of Entity for the uses and purposes therein mentioners they executed said instrument by authority of Entity. IN V	rsiness entity. Having of the power and ridge (Seal) By d Official) and Title) Address) ersonally appeared ting the foregoing instruction of the Entity; and tild and on eath stated the VITNESS WHEREOF.	reviewed all such authority to enter real Tax (D) ament ("Entity"), a ney acknowledged hat the seal affixe! I have hereunto s	Applicable documents and instruments and such that the individuals executive into this Rider and that the individuals executive in the individuals executive in the individuals executive (Seal) (Signature of Authorized Official) (Print or Type Name and Title) (State of Incorporation / Formation) known or proven to me to be added instrument to be the free and voluntary and is the seal of Entity and that it was affixed and affixed my OPPICIAL SEAL to
inthership, operating or limited liability agreements of such bit that facts as deemed appropriate. I hereby affirm that such exists as deemed appropriate. I hereby affirm that such exists are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partners (Tust (circle one)) By (Signature of Authorize) (Print or Type Name) CXNOWLEDGEMENT TATE OF County of proven to me to be the ordered of Entity for the uses and purposes therein mentioners they executed said instrument by authority of Entity. IN V	siness entity. Having offly has the power and hip, or (Fede (Seal) By d'Official) and Title) Address) ersonally appeared for the Entity, and the grand on eath stated the three of three of the three of	reviewed all such authority to enter state Tax (D) invent ("Entity"), a ney acknowledged hat the seal affixe I have hereunto s	applicable documents and instruments and author this Rider and that the individuals execution this Rider and that the individuals execution in the Month Day/Year Month Day/Year (Seal (Signature of Authorized Official (Print or Type Name and Title (State of Incorporation / Formation known or proven to me to load instrument to be the free and voluntary ad is the seal of Entity and that if was affixed at et my hand and affixed my OFFICIAL SEAL title (signature)

JAN @2C398 3:084c√850008 Document 8-210 Prie007/10/2008 Page 9 of 15/12

<u></u>		
Travelers Casu	raity and Surety Company of America	
Ву	(Scal) (Signature of Authorized Employed)	
	(Print or Type Name and Title)	
	(Addross)	

Travelers Casualty and Surety Company of America General Agreement of Indemnity Limited Liability Rider

This Rider is hereby incorporated into, and forms a part of the General Agreement of Indemnity executed by <u>Gordon T. Young, Karen B. Young Jeffrey D. Young Monica L. Young Joseph Wells. Teri Wells. Luke D. Vander Bleek. Joan L. Vander Bleek. Young Construction & Paving, L.L.C. ("Indemnitors") in favor of Travelers Casualty and Surety Company of America, St. Paul Fire and Marine Insurance Company, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns ("Company"), and dated <u>May 10, 2007</u> ("Agreement").</u>

If is agreed and understood that in any and all demands, actions, legal proceedings or claims brought by Company for indemnification, the joint and several liability of:

Luke D. Vander Bleek and Joan L. Vander Bleek

(hereinafter referred to as "Limited Liability Indemnitors") shall not exceed the sum of <u>Five hundred thousand</u> Dollars (\$500.000). This Rider shall: (1) govern where inconsistent with other terms of the Agreement; (2) only apply to the Limited Liability Indemnitors; (3) not affect the indemnification of any Bond executed before the date below; (4) only limit liability as set forth above; (5) not relieve the Limited Liability Indemnitors from any of their obligations set forth in the Agreement, and (6) not limit Company's rights and/or remedies under the Agreement, except as set forth above. Nothing in this Rider applies to a conveyance, transfer or receipt of the Limited Liability Indemnitors' assets made with the Intent to avoid obligations or debts owed to Company or arising from a Contract. It is further agreed that any debt owed to the Limited Liability Indemnitors by Indemnitors shall be subordinate to the debts and obligations owed to Company. All capitalized terms used in this Rider but not defined herein are used with the meanings given them in the Agreement

	<u> </u>	idemnitor an Individual,	sign below:	- Company of the Comp
The Ole	Alle	May 10, 2907	504 Portland Ave., N	lorrison, IL 61270
Tridemnitor — Individual	(signeture)	Month/Day/Year	Address	
Lake D. Vander Bleek			354-40-9332	
indemnitor – individual	(print or type)	······	SS#	
me to be the person desc	Co 7 before me	t personally appeared Lia K he foregoing instrument, and effixed my OFFICIAL SEAL to Note	I he/she acknowledged	o address shown above, known or proven to to me that he/she executed the same. IN we written. (signature)
			ary Public residing at:	OFFICIAL SEAL* LORI A, CARBAUGH Notary Public, State of Illinois My Commission Expires 09/22/07

1: 5/ a Hold			
Philipping Lating Town	10, 2007 M/Day/Year	504 Portland Av	ve., Morrison, IL 61270
Indefinition—Individual / (Signature) Mon	Me Dayrien:		
Joan L. Vander Bleek Indemnitor - Individual (print or type)		311-80-8443 53#	
STATE OF THE COUNTY OF A STATE OF	<u>ئ</u>		
	estrument, and	he/she acknowled	of the address shown above, known or proven to deed to me that he/she excouted the same. It shows written.
	i		
	Note	ry Public	Corbayan
		ry Public residing a	OFFICIAL SEAL"
	Com	rnission expires:	Notary Public, State of Hincis My Commission Expires 59/22/07
If Indemnitor a Corporation, Limited Liabil	thy Compan	v. Partnershin.	The state of the s
All the property of the second			
instructions: All signatures must be notarized. If the entity is: 1) a c corporation: 2) a limited liability company, the manager(s) of member(s) behalf of the partnership; or 4) a trust, all trustees should sign. Two signal	should sign o	n behalf of the LL0	C; 3) a partnership, the partner(s) should sign or
Each of the undersigned hereby affirms to Company as follows: I am executing this Ridor. In such capacity I am familiar with all of the docum authority of such business entity including, to the extent applicable, the partnership constraint or limited liability agreements of such business e	nents which so he contificate ntity. Having	it forth and establis or articles of Inco reviewed all such :	sh the rights which govern the offsits, power an importation, bylaws, corporate recolutions, and/o applicable documents and instruments and suc-
Each of the undersigned hereby affirms to Company as follows: I am executing this Ridor. In such capacity I am familiar with all of the documenthority of such business entity including, to the extent applicable, the partnership, operating or limited liability agreements of such business exother facts as deemed appropriate. I hereby affirm that such entity has the Rider on bahalf of such entity are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partnership, or	nents which se he certificate atity. Having he power and a	it forth and establis or articles of Inco reviewed all such :	sh the rights which govern the offsits, power an importation, bylaws, corporate recolutions, and/o applicable documents and instruments and suc
Each of the undersigned hereby affirms to Company as follows: I am executing this Ridor. In such capacity I am familiar with all of the documenthority of such business entity including, to the extent applicable, to partnership, operating or limited liability agreements of such business either facts as deemed appropriate. I hereby affirm that such entity has the Rider on behalf of such entity are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partnership, or Trust (circle one)	nents which see the cortificate attraction that the cortificate attraction to the cortification of the cortificati	t forth and establis or articles of inco reviewed all such a uthodity to enter inf	sh the rights which govern the affairs, power an importation, bylaws, corporate recolutions, and/o applicable documents and instruments and suct to this Rider and that the individuals executing this Month/Day/Year
each of the undersigned hereby affirms to Company as follows: I am executing this Ridge. In such expectity I am familiar with all of the documenthority of such business entity including, to the extent applicable, the extent applicable, thereby affirm that such business entire racts as deemed appropriate. I hereby affirm that such entity has the ridge of business entire racts as deemed appropriate, I hereby affirm that such entity has the ridge on behalf of such entity are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partnership, or Frust (circle one)	nents which see the cortificate nity. Having the power and a Fede	t forth and establis or articles of inco reviewed all such a uthodity to enter inf	sh the rights which govern the offsits, power an imporation, bylaws, corporate recolutions, and/o applicable documents and instruments and suc to this Rider and that the individuals executing thi
ach of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such capacity I am familiar with all of the documents of such business entity including, to the extent applicable, therefore the extent applicable, therefore as deemed appropriate, I hereby affirm that such entity has the lider on behalf of such entity are duly authorized to do so. Indemnitor - Corporation, Limited Liability Company, Partnership, or Trust (circle one) (Seal)	nents which see the cortificate nity. Having the power and a Fede	t forth and establis or articles of inco reviewed all such a uthodity to enter inf	sh the rights which govern the affairs, power an importation, bylaws, corporate recolutions, and/o applicable documents and instruments and sucto this Rider and that the individuals executing this Month/Day/Year (Seal)
each of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such depactly I am familiar with all of the document of such business entity including, to the extent applicable, to extent applicable, the extent applicable, the extent applicable, the extent as deemed appropriate. I hereby affirm that such entity has the Rider on behalf of such entity are duly authorized to do so. Indemnitor - Corporation, Limited Liability Company, Partnership, or Inust (circle one)	nents which se he cortificate nity. Having he power and a (Fede By	t forth and establis or articles of inco reviewed all such a uthodity to enter inf	sh the rights which govern the offsits, power an importation, bylaws, corporate recolutions, and/opplicable documents and instruments and sucto this Rider and that the individuals executing this Mohth/Day/Year Mohth/Day/Year (Seal)
Each of the undersigned hereby affirms to Company as follows: I am executing this Ridor. In such depactly I am familiar with all of the documenthority of such business entity including, to the extent applicable, to extend applicable, the extended in the such such business extended appropriate, I hereby affirm that such entity has the Rider on behalf of such entity are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partnership, or Trust (circle one) (Seal)	nents which se he cortificate altry. Having the power and a (Fede	t forth and establis or articles of inco reviewed all such a uthodity to enter inf	sh the rights which govern the affairs, power an importation, bylaws, corporate recolutions, and/o applicable documents and instruments and such to this Rider and that the individuals executing this Month/Day/Year (Seal)
Each of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such capacity I am familiar with all of the documenthority of such business entity including, to the extent applicable, to partnership, operating or limited liability agreements of such business either facts as deemed appropriate. I hereby affirm that such entity has the Rider on behalf of such entity are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partnership, or Trust (circle one) (Seal) (Signature of Authorized Official) (Print of Type Name and Title)	nents which se he cortificate altry. Having the power and a (Fede	t forth and establis or articles of inco reviewed all such a uthodity to enter inf	sh the rights which govern the affairs, power an importation, bylaws, corporate recolutions, and/or applicable documents and instruments and sucto this Rider and that the individuals executing this Month/Day/Year Month/Day/Year (Seal) (Signature of Authorized Official)
Each of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such expectly I am familiar with all of the documenthority of such business entity including, to the extent applicable, to extenership, operating or limited liability agreements of such business enther facts as deemed appropriate. I hereby affirm that such entity has the Rider on behalf of such entity are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partnership, or I must (circle one) (Seal) (Signature of Authorized Official) (Print or Type Name and Title) (Address)	nents which se he cortificate altry. Having the power and a (Fede	t forth and establis or articles of inco reviewed all such a uthodity to enter inf	sh the rights which govern the affairs, power an inporation, bylaws, corporate recolutions, and/o applicable documents and instruments and suc to this Rider and that the individuals executing this Month/Day/Year Month/Day/Year (Seal) (Signature of Authorized Official)
Each of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such depactly I am familiar with all of the documenthority of such business entity including, to the extent applicable, to partnership, operating or limited liability agreements of such business either facts as deemed appropriate. I hereby affirm that such entity has the Rider on behalf of such entity are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partnership, or Trust (circle one) By (Signature of Authorized Official) (Print of Type Name and Title) ACKNOWLEDGEMENT County of	nents which se he cortificate nity. Having the power and a (Fede	t forth and establis or articles of Inco reviewed all such whodly to enter inf	sh the rights which govern the offsits, power an importation, bylaws, corporate recolations, and/openitional applicable documents and instruments and such to this Rider and that the individuals executing this Month/Day/Year Month/Day/Year (Seal) (Signature of Authorized Official) (Pfint or Type Name and Title) (State of incorporation / Formation)
Each of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such expectify I am familiar with all of the document of such business entity including, to the extent applicable, the partnership operating or limited liability agreements of such business entity agreements as deemed appropriate. I hereby affirm that such entity has the Rider on behalf of such entity are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partnership, or I must (circle one) (Seal) (Signature of Authorized Official) (Print or Type Name and Title) ACKNOWLEDGEMENT County of	appeared wotentiate	nd deed of Emily they executed sale	sh the rights which govern the offsits, power an importation, bylaws, corporate recolations, and/opplicable documents and instruments and sucto this Rider and that the individuals executing this Month/Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Title) (State of Incorporation / Formation) known or proven to me to be the instrument by authority of Entity. In WiTNES:
Each of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such expectity I am familiar with all of the documenthority of such business entity including, to the extent applicable, the extent applicable applicable applicable, the extent applicable applicable, and they acknowledged said instrument to be the free and the extent applicable applicable.	appeared wotentary act a flixed and that I the day and a	nd deed of Emily they executed sale	sh the rights which govern the offsits, power an importation, bylaws, corporate recolations, and/opplicable documents and instruments and sucto this Rider and that the individuals executing this Month/Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Title) (State of Incorporation / Formation) known or proven to me to be the instrument by authority of Entity. In WiTNES:
Each of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such expectity I am familiar with all of the documenthority of such business entity including, to the extent applicable, the extent applicable applicable applicable, the extent applicable applicable, and they acknowledged said instrument to be the free and the extent applicable applicable.	appeared voluntary act a fixed and that L the day and a	nd deed of Entity into executed said	sh the rights which govern the affairs, power an importation, bylaws, corporate recolutions, and importations, and such applicable documents and instruments and such to this Rider and that the individuals executing this Rider and that the individuals executing this Month/Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Tills) (State of Incorporation / Formation) known or proven to me to be the incorporation of the table that the uses and purposes therein mentioned and instrument by authority of Entity, IN WITNESS (signature)
Each of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such expectity I am familiar with all of the documenthority of such business entity including, to the extent applicable, the extent applicable applicable applicable, the extent applicable applicable, and they acknowledged said instrument to be the free and the extent applicable applicable.	appeared woten and sample and sam	nd deed of Emily integrated said	sh the rights which govern the affairs, power an importation, bylaws, corporate recolutions, and importations, and such applicable documents and instruments and such to this Rider and that the individuals executing this (Seal) (Seal) (Signature of Authorized Official) (Print or Type Name and Tills) (State of incorporation / Formation) known or proven to me to be the interview of instrument by authority of Entity. In WiTNESS (and instrument by authority of Entity. In WiTNESS (and instrument by authority of Entity. In WiTNESS (and instrument by authority of Entity.)
Each of the undersigned hereby affirms to Company as follows: I am executing this Rider. In such depectly I am familiar with all of the document of such business entity including, to the extent applicable, it pertnership, operating or limited liability agreements of such business extent as deemed appropriate. I hereby affirm that such entity has the Rider on behalf of such entity are duly authorized to do so. Indemnitor — Corporation, Limited Liability Company, Partnership, or Trust (circle one) By (Signature of Authorized Official) (Print of Type Name and Title) (Address) ACKNOWLEDGEMENT STATE OF County of	appeared woten and sample and sam	nd deed of Entity into executed said	sh the rights which govern the affairs, power an importation, bylaws, corporate recolutions, and such applicable documents and instruments and such to this Rider and that the individuals executing this Rider and that the individuals executing this Rider and that the individuals executing this Month/Day/Year (Seal) (Signature of Authorized Official) (Print or Type Name and Title) (State of incorporation / Formation) known or proven to me to be the for the uses and purposes therein mentioned and instrument by authority of Entity. IN WITNESS (Iden.) (signature)

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS WESTERN DIVISION

Travelers Casualty and Surety Company of America,)
Plaintiff,) Case No.:
v.) Judge:
Young Construction & Paving, LLC; Karen B. Young; Gordon T. Young; Jeffrey D. Young; Monica L. Young; Joseph Wells; Terri Wells: Luke D. Vander Bleek; Joan L. Vander Bleek.)))
Defendants)

AFFIDAVIT OF KIMBERLY ZANOTTA

- I, Kimberly Zanotta, having been first sworn on eath, depose and state that I have personal knowledge of the following matters and that I could competently testify to the following matters if called upon to testify at the trial of the above-referenced cause:
- 1. I am Senior Claim Counsel at Travelers Casualty and Surety Company of America in Hartford, Connecticut ("Travelers"). I am Senior Claim Counsel and have been with Travelers for the last 10 years.
- 2. Travelers is a Connecticut corporation and is in the business of issuing surety bonds throughout the United States.
- 3. In consideration for the above-named Defendants entering into a general indemnity agreement (the "Indemnity Agreement"), Travelers issued a surety bond (the "Bond") on behalf of Young Construction & Paving, LLC ("Young Construction"). A true and correct copy of the Indemnity Agreement is attached to Travelers' Complaint as Exhibit A, and a true and correct copy of the Bond is attached to Travelers' Complaint as Exhibit B.



- 4. Travelers issued the Bond on behalf of Young Construction and in connection with Young Construction's performance of construction services for Wester Energy. Inc. on a construction project known as the Jeffrey Energy Center, Flue Gas Desulfurization Rebuild Project, Foundation and Civil Work, Wester Energy Contract No. 649360 ("Project").
- Travelers harmless from, among other things, all costs incurred by Travelers in enforcing the terms of the Indemnity Agreement or fulfilling Young Construction's obligations under the Bond, including attorneys and consulting fees, expenses, and interest. Further, the Indemnity Agreement requires the Defendants to, upon Travelers' demand, post collateral in the amount of Travelers' reserve. See paragraphs 3 and 5. Indemnity Agreement, Exhibit "A" to Travelers' Complaint.
- 6. Young Construction has voluntarily terminated its contract with Westar for the Project. Accordingly, Young Construction will not complete the Project.
- 7. Travelers has incurred attorneys fees and expenses in enforcing the terms of the Bond and Indemnity Agreement. Moreover, Travelers will continue to incur attorneys fees and expenses in mitigating its and Young Construction's damages by securing the completion of the Project and resolving Bond claims from Young Construction's unpaid vendors.
- 8. As of January 8, 2008, Travelers preliminarily estimates its remaining future Bond exposure, which is the amount of the remaining reserve set by Travelers, to total at least \$600,000.00. Travelers' reserve does not include attorneys fees, expenses or interest.
- 9. On December 20, 2007, Travelers submitted the first in a series of correspondence requesting the Indemnitors provide certain documents for Travelers' review in assessing Young

Construction's performance on the Project. Neither Young Construction nor the other Indemnitors granted these requests for access to documents and records.

Subsequently, on December 31, 2007. Travelers was notified by Brodie Hayward of Young Construction that Young Construction's employees were instructed to not report to work starting on December 31, 2007, because Young Construction lacked the funds to satisfy payroll. Upon receipt of this information, Travelers contacted Young Construction to discuss the status of its performance on the Project, including the needs of Young Construction as they related to the completion of the Project and the timing of those needs. Young Construction failed to respond to this request.

On January 2, 2008. Travelers again requested information from Young Construction regarding its intentions as they related to the completion of the Project. Among other information Travelers requested on this date. Travelers renewed its previous requests for documentation and access to Young Construction's books and records. Again. Young Construction failed to respond.

Subsequently, Young Construction executed a Letter of Voluntary Default, permitting Travelers to immediately take action with respect to the completion of the Project. This action was necessary to mitigate both Travelers' and the Indemnitors' damages.

Travelers has notified the Defendants of Young Construction's failure to provide adequate assurances of its performance and subsequent voluntary termination of its contract with Westar. Pursuant to the terms of the Indemnity Agreement, Travelers has demanded and requested that the Defendants: (a) indemnify and hold surety harmless, (b) to post collateral in an amount sufficient to protect Travelers, and (c) grant Travelers access to the Defendants' books

and records. As of January 8, 2008, the Defendants have not agreed to indemnify Travelers, nor have they posted any collateral or granted access to their books and records.

- Travelers intends to use the collateral it has demanded to secure the completion of the Project to mitigate Travelers' and Young Construction's damages and discharge Travelers' obligations in accordance with the terms of the Bond and the law. If any collateral remains after Travelers has discharged its obligations under the Bond and after Travelers is reimbursed for all of its costs and expenses, the remaining collateral will be returned to the Defendants.
- 11. Pursuant to 28 U.S.C. §1746. I swear under the penalty of perjury that the foregoing declaration is true and correct to the best of my knowledge, information and belief.
 - 12. Further affiant sayeth not.

Kimberly Zanotta

Signature

SUBSCRIBED and SWORN to

before me this 8th day of January, 2008

Notary Public My Commission Expires

January 1, 2011